

**CITY OF CANTON
BACKWATER RESPONSE INITIATIVE
PROGRAM APPLICATION
TERMS AND CONDITIONS**

Section 1. The Backwater Response Initiative Program shall include the following provisions in addition to such other provisions as Council and the Administration determines are in the City's best interest:

- a) The City agrees to provide (1) backwater valve and have same installed by a licensed and registered plumber for said petitioner(s);
- b) The applicant(s) representation that they understand that the responsibility to maintain the backwater valve and to pay all costs related to maintenance is entirely the responsibility of the property owners and not a responsibility of the City;
- c) The applicant(s) agrees to properly maintain any permanent plumbing changes to said premise and agrees to pay all future maintenance costs related thereof;
- d) The applicant(s) grant permission to the City and its Contractors to enter on to the subject property, at no cost to the City, for the purposes of installing the backwater valve and for the removing and replacing of existing basement slab in a like-kind condition, and for the purpose of making inspections to determine whether the backwater valve has been properly installed;
- e) The applicant(s) acknowledges that there will be a certain degree of inconvenience including excessive noise, dust and traffic from the time the valve project begins until its final completion;
- f) The applicant(s) grant permission to the City and its Contractors to use on a limited basis the use of electricity for the purpose of lighting the work area and/or other minor uses that come before the Contractor during the course of his work;
- g) The applicant(s), not the City, will be responsible for moving and/or making all adjustments to secure the necessary work area for the Contractor during his time on the site; this is to include but not limited to furniture, carpets, rugs, cabinetry, tables, chairs, etc;
- h) The applicant(s) acknowledge that the backwater valve or described, permanent plumbing changes, when installed, shall be the property of the petitioner(s) and attach to the subject residential property as a fixture to real

property and shall not be City property;

- i) That the applicant(s) will allow no part of the backwater valve or described, permanent plumbing changes to be disconnected or removed from the subject residential property unless such disconnected or removed portion is immediately replaced with a valve of equal or better function and quality as the original equipment installed pursuant to the satisfaction of the City's Plumbing Regulation and Code;
- j) The applicant(s) will be provided a copy of the manufacturer warranty, if any, from the Contractor upon the successful completion of the backwater valve and the property owner must look to the backwater valve manufacturer and not to the City for any warranty rights;
- k) The applicant(s) are responsible to arrange and pay for any electricity and other utility facilities and services necessary for proper operation of the backwater valve described herein;
- l) The applicant(s) are responsible to acquire any other electrical and plumbing connections if other changes or improvements are found necessary for the operation, installation and maintenance of the backwater valve as described in the backwater response initiative program agreement entered into between applicant(s) and the City;
- m) The applicant(s), not the City, are responsible for disconnecting all downspouts and all sump pumps draining storm water or clean water (as opposed to raw sewage) located on the subject property into the City's sanitary sewers prior to the installation of the backwater valve;
- n) Provide that the provisions of the water backup prevention assistance agreement shall be binding upon the applicant(s), the heirs, successors and assigns;
- o) Applicant(s) acknowledge that the sewer lateral is inoperable when the backwater valve is in the "closed" position; therefore, applicant(s) are advised to refrain from any discharge at that time (i.e. the use of any laundry, shower, dishwasher, toilet facility, etc.);
- p) No applicant(s) will be eligible or considered qualified until all personal income taxes are found current with the City of Canton Income Tax Department; applicant(s) agree that the City of Canton Income Tax Department may release information to the City of Canton WPCC Collection Systems Department for the purpose of confirming that the applicant(s) is current on their personal income taxes;

- q) No applicant(s) will be eligible or considered qualified until all utility billing receipts are found current with the City of Canton Billing Department.

Section 2. For purposes of this Program, the following terms shall have the meanings given herein.

- a) Applicant(s) may include the owner or occupant of a residential dwelling unit. However, for residential premises that are not “owner occupied” as that term is defined in Section 1367.03(g) of the Codified Ordinances of the City of Canton, the legal title owner of the premises shall sign the Application and Agreement.
- b) “Contractor” the company and/or firm meeting the City of Canton Plumbing Department requirements and has been determined to be the lowest and best company and/or firm to provide the labor and equipment to install the backwater valve based on the Contract Specifications between the City and its Contractors.
- c) “City” means the City of Canton and/or its agents or representatives.